

LAW OFFICE OF BRIAN TURNER
2100 E. Martin Luther King Jr. Blvd.
Austin, Texas 78702
(512) 615-3300 (512) 857-1038 Fax

Brian Turner

bt@2100emlk.com

October 19, 2009

VIA CERTIFIED MAIL

Richard Arensberg
1700 Western Ave., #106
Albany, NY 12203

Re: Your Contractual Obligations to Share Corporation

Dear Mr. Arensberg:

Please be advised that this law firm has been retained by Share Corporation ("Share") to ensure that its rights are respected. Please direct all future correspondence regarding this matter to the address listed above.

As you know, while employed with Share, you signed an agreement relating to your obligations to Share as a manager (the "Agreement") that contained certain post-engagement restrictions. We have enclosed a copy of your Agreement for your convenience. Pursuant to this Agreement, you are prohibited from using or disclosing Share's product formulations; manufacturing processes; financial information; marketing and sales plans; and materials developed for sales, marketing, promotion, and training ("Proprietary and Confidential Information") and from engaging in certain competitive activities for a period of one year following the termination of your engagement, including soliciting business from chemical sales within your geographic region from any customers that either you served or that persons working under your direct supervision or control served (the "Previous Customers").

We understand that Momar is a direct competitor of Share. Further, we have received information indicating that you have contacted your Previous Customers attempting to sell products on behalf of Momar. Although our investigation into the competitive activities is ongoing, please be aware that if we confirm that you have solicited business from any of your Previous Customers, Share will consider this to be a violation of the restrictions contained in the Agreement and will pursue all remedies, both legal and injunctive, available to Share under the law, including the recovery of its attorneys' fees.



It has also come to our attention that you may have solicited employees or agents of Share to work with you at Momar. If you have engaged in such conduct, then that conduct is also a violation of the Agreement for which Share will pursue all remedies, both legal and injunctive, available to Share under the law, including the recovery of its attorneys' fees.

Further, if you are currently soliciting business from your Previous Customers on behalf of Momar, then it would be impossible for you to do so without using or disclosing Share's Proprietary and Confidential Information and Trade Secrets. Indeed, the information we have obtained indicates that you have used Share's confidential pricing information to try to undercut Share's pricing. If true, this conduct may also constitute misappropriation and conversion of Share's confidential information and Trade Secrets. Therefore, we demand: 1) that you immediately cease any solicitation of Share's customers, agents, or employees; 2) that the use of Share's Proprietary and Confidential Information stop immediately; and 3) that any and all of Share's Proprietary and Confidential Information that is in your possession be returned immediately to Share.

You are hereby put on notice of anticipated litigation. You are also hereby put on notice of your associated duty to preserve evidence, both electronic and otherwise. Please preserve all computer and hard documents, data, information, and reports (regardless of media) relevant to this matter, including, but not limited to: information pertaining to your current employment or independent sales agent status (be it with Share or otherwise); information pertaining to your provision of services to Share or any other entity; and information pertaining to any contact, communications, or interaction with any Share customer, agent, or employee.

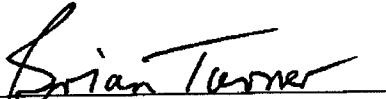
In an effort to avoid any misunderstandings regarding your recent activities and to expedite the conclusion of the investigation into possible misconduct, we request that you provide a detailed written description/explanation (including dates, purpose, and witnesses) to us on or before October 30, 2009, regarding the following:

- (a) Your current employment or independent agent relationship, your job responsibilities, and the geographic scope of your duties;
- (b) Any contact or interaction with any executive, manager, or employee of a customer of Share since your employment or agent relationship with Share ended;
- (c) Any contact or communication with any sales agent or employee of Share regarding employment by or provision of services on an independent contractor basis to Share Corporation.

We await your written response. In the meantime, should you want to discuss this matter, please feel free to contact me at 512-615-3300.

Very truly yours,

LAW OFFICE OF BRIAN TURNER

By: 
Brian Turner